

EXHIBIT 3

THIS AGREEMENT made this 12th day of June in the year of two thousand, between Spiniello Companies, a California Corporation, (hereinafter called Contractor) and ODF Contracting Company INC a Massachusetts Corporation (hereinafter called the Subcontractor).

WITNESSETH, that the Subcontractor and Contractor agree as follows:

ARTICLE I. The Subcontractor shall and will provide all labor, materials, scaffolds, tools, and equipment and perform all the work hereinafter set forth for the construction of

Massachusetts Water Resources Authority, (MWRA), Weston Aqueduct Supply Mains (MWRA) 1 & 2
Section 2,3,4,5 & 6. Rehabilitation Project.
Contract No. 6280
Newton, Massachusetts

As shown on the plans and described in the specifications and in accordance with the general conditions of the contract prepared by Camp Dresser & McKee Inc. Consulting Engineers for the Massachusetts Water Resources Authority, (hereinafter called the Owner).

DESCRIPTION OF WORK:

| | | | |
|--|----------------------------|--------------------|-----------------------|
| Supply And Install Internal Joint Seals 48-Inch | Quantity | 2000 @ 343.30 each | Total \$686,600.00 |
| Supply And Install Internal Joint Seals 60-Inch | Quantity | 1060 @ 379.17 each | Total \$401,920.02 |
| Supply Trucking and Disposal Of Unsuitable Materials | 500 Hours @ 65.00 Per Hour | Total \$ 32,500.00 | |
| Total Subcontract | | | \$1,121,020.02 |

The Subcontractor agrees to faithfully perform the portion of the work covered by this contract and in this regard assumes full and complete responsibility for all obligations placed upon Contractor in the General Contract, the plans, specifications, and general conditions aforesaid, which Contract, plans, specifications and general conditions are hereby made a part hereof. These documents are available at all reasonable times at the office of Contractor for examination by the Subcontractor.

DIMENSIONS

The dimensions given on the Plans and in the specifications are approximate only and the Subcontractor shall take such measurements as will insure the proper matching and fitting of the work covered by this contract with contiguous work.

TIME OF COMPLETION

ARTICLE II. The Subcontractor shall complete a minimum of 70 to 100 seal per week in order to maintain the contractors schedule. Should the Subcontractor in any way cause delay to the progress of the work so as to cause any damage to Contractor or any damages for which Contractor shall become liable, the Subcontractor shall compensate Contractor therefor. Contractor, if it deems necessary, may direct the Subcontractor to Work overtime and if so instructed the Subcontractor will Work said overtime and, provided that the Subcontractor is not in default in any of the provisions herein, Contractor will pay the Subcontractor for the actual additional wages, paid at rates which have been approved by Contractor plus taxes imposed by law on such additional wages, plus compensation and liability insurance on such additional wages when required by law to be paid by the Subcontractor. If, however, the Subcontractor delays the progress of the Work, the Subcontractor shall, at his own cost and expense, work such overtime as may be necessary to avoid delay in the completion of the building.

EXTENSION OF
TIME

ARTICLE III. Should the Subcontractor be delayed in the prosecution or completion of the Work by the act, neglect or default of Contractor, or of any person employed by Contractor upon the Work, or by any damage caused by fire or other casualty or by combined action of the workmen, in no way caused by or resulting from default or collusion on the part of the Subcontractor, then the time herein fixed for the completion of the Work shall be extended for a period equivalent to the time lost by reason of any or all causes aforesaid, which extended period shall be determined and fixed by the Owner, but no such allowance shall be made unless a claim therefor is presented in writing to Contractor within forty-eight hours of the commencement of such delay. Such extensions of time shall release and discharge Contractor of and from any claims, which the Subcontractor may have on account of any of the aforesaid causes of delay.

CONTRACT
CONSIDERATION

ARTICLE IV. The sum to be paid Contractor to the Subcontractor for the said Work included in this contract shall be at unit cost per attached schedule in current funds, subject to additions or deductions as herein provided.

The Contract Consideration stated herein to be paid to the Subcontractor by Contractor includes all Municipal, State, County and Federal taxes imposed by law to be collected and paid by the Subcontractor and, where the law so requires, any such tax must be stated and charged separately from the sales price. The total of the sales price and the added tax shall not exceed the Contract Consideration stated herein.

It is agreed that upon payment of "estimate" or "estimates" to Contractor under the conditions of the general contract aforesaid, Contractor will pay the Subcontractor _____ of the item or items listed as Contract consideration herein that appear on the "estimate" or "estimates" received by Contractor as aforesaid, less any credits that may be due for previous payments on "estimate" or "estimates" paid to the Subcontractor by Contractor and/or moneys due Contractor by the Subcontractor for, but not limited to, materials or Work supplied. Where work covered herein is integrated with work not covered herein for payment purposes by the Owner to Contractor, Contractor will determine the proportionate value of the Work covered herein to the total portion of the item appearing on the "estimate" or "estimates".

The retained balance will be paid by Contractor to the Subcontractor after payment of the "final estimate" by the Owner to Contractor, provided the Subcontractor has given satisfactory evidence that the premises are free from all liens and other claims chargeable to the premises or Subcontractor.

The quantities given on the plans and in the specifications are approximate only and the Subcontractor shall abide by the final measurements as made by the Owner upon completion of General Contract as a basis for final payment by Contractor to the Subcontractor.

PAYMENTS
WITHHELD

If at any time there shall be evidence of any lien or claim for which, if established, the Contractor or Owner of said premises might become liable, and which is chargeable to the Subcontractor and/or when damage shall because by this Subcontractor to other Work, Contractor shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify itself and the Owner for any loss or damage, including attorney's fees, which either may sustain in discharging such lien or claim. Should there prove to be any such claim after all payments are made, the Subcontractor shall refund to Contractor all moneys that Contractor or the Owner shall pay in discharging such lien on or claim against such premises made obligatory in consequence of the Subcontractor's default and all expenses incurred in connection therewith.

PAYMENTS
NON
ACCEPTANCE

No payment made under this Contract shall be conclusive evidence of the performance of this Contract either wholly or in part, and no payment including final payment shall be construed to be an acceptance of defective work or improper materials, nor shall entrance and use by the Owner constitute acceptance of the Work thereunder or any part thereof.

FREIGHT
CHARGES AND
SHIPMENTS

ARTICLE V. The Subcontractor in making or ordering shipments shall not consign nor have consigned materials in the name of Contractor. Contractor shall not make payments for charges on shipments made by or to the Subcontractor except at its option, in which case the Subcontractor shall reimburse Contractor for such expense, plus a service charge of twenty-five percent (25%) of the amount so paid.

Contractor shall have the right to designate the carrier or railroad over which all materials

required for the Work shall be shipped provided that the Subcontractor's cost is not increased thereby.

All salvage shall belong to Contractor and shall be delivered by the Subcontractor to a point or points on the project designated by Contractor, and the Subcontractor shall have no right or claim thereto.

SHOP DRAWINGS

ARTICLE VI. The Subcontractor shall prepare and submit to Contractor such shop drawings as may be necessary to completely describe the details and construction of his Work. Approval of these shop drawings by Contractor and/or the Owner will not relieve the Subcontractor of his obligation to perform the Work in strict accordance with the plans and/or specifications or the proper matching and fitting of his Work with contiguous Work.

CONTIGUOUS WORK

Should the proper and accurate performance of the Work included in this Contract depend upon the proper and accurate performance of other Work not included in this Contract, the Subcontractor shall use all necessary means to discover any defects in such other Work and shall report the said defects in writing to Contractor before proceeding with the Work, and shall allow Contractor a reasonable time to remedy such defects.

INTERPRETATION OF PLANS AND SPECIFICATIONS

ARTICLE VII. The Work included in this Contract is to be done under the direction and to the satisfaction of both the Owner and Contractor, and the decision of the said Owner as to the true construction and meaning of the plans and specifications shall be final. Contractor will furnish to the Subcontractor such additional information and plans as may be prepared by the Owner to further describe the Work to be performed by the Subcontractor and the Subcontractor shall conform to and abide by the same insofar as they are consistent with the purpose and intent of the plans and specifications referred to in ARTICLE I. Contractor shall reserve the right from time to time, whether the Work or any part thereof shall or shall not have been completed, to make changes, additions and/or omissions in the Work, as he may deem necessary, upon written order to the Subcontractor. No such changes, however, shall make in the Work, except upon the written order of Contractor.

CHANGE ORDERS ADDITIONS AND DEDUCTIONS

ARTICLE VIII. No alterations except as provided for in ARTICLES VI and VII hereof shall be made in the Work covered by this Contract except upon the written order of Contractor, and when so made the value of the work to be added or omitted shall be stated in said order, and the amount added to or deducted from the Contract price. Should the parties hereto be unable to agree as to the value of such Work to be added or omitted, the Subcontractor shall proceed under the written order of Contractor, from which order the stated value of the Work shall be omitted, and the determination of the Work shall be referred to the Owner.

LABOR DISPUTES

ARTICLE IX. Should the Work, at any time be delayed, either because of labor difficulties such as strikes or lockouts, or for any other reason or cause, then the Contractor may, at his option, either terminate this Contract or order the Subcontractor or any agent with authority of such Subcontractor to stop all Work until so ordered to resume by the Contractor; if ordered to terminate the Contract by the Contractor, then the Contractor will pay the Subcontractor for only such portion of the Work as he or any agent or authority of such Subcontractor shall have completed and for materials which shall have been fabricated or delivered, up to the date of such termination, no allowance being made for anticipated profit on the portion of the Work not completed; if the Contractor shall order the Subcontractor to stop Work until ordered to resume such Work, then the Work done or to be done, as well as the Subcontractor's rights or any agent, or authority of such Subcontractor under this Contract, shall be held in abeyance, pending the determination and settlement of either the said labor difficulty or of the other reason or cause delaying the Work. Should the parties disagree on the amount of payment due, the determination of said amount shall be referred to arbitration as provided for in ARTICLE XXII of this Contract.

INSPECTION

ARTICLE X. The Subcontractor shall provide sufficient safe, and proper facilities at all times, for the inspection of the Work by Contractor, the Owner or their authorized representatives in the field, at shops, or at any other place where materials required thereunder are in the course of preparation, manufacture, treatment or storage.

DEFECTIVE WORK

The Subcontractor shall, within twenty-four hours after receiving written notice from Contractor to that effect, proceed to take down all portions of the Work, and remove from the premises all

material, whether worked or unworked, which the Owner or Contractor shall condemn as unsound or improper, or as in any way failing to conform to the plans and specifications and the Subcontractor at his own cost and expense shall make good all Work damaged or destroyed thereby, and replace all materials removed with proper materials.

FAILURE TO PROSECUTE

ARTICLE XI. Should the Subcontractor at any time refuse or neglect to supply a sufficiency of proper skilled workmen or materials of the proper quality, or fail in any respect to prosecute the Work with promptness and diligence, or cause by any action or omission the stoppage or delay of or interference with the Work of Contractor or of any other Subcontractors on the Project, or fail in the performance of any of the agreements on his part contained herein, or become insolvent, Contractor shall be at liberty, after three days' written notice to the Subcontractor, mailed or delivered to the last known address of the latter, to provide through itself or through others, any such labor or materials, and to deduct the cost thereof from any money due to the Subcontractor under this Contract; and Contractor shall also be at liberty to terminate the employment of the Subcontractor for the said Work and to enter on the premises and take possession for the purpose of completing the Work included in this Contract of all materials, tools, and appliances thereon, and to employ any other person or persons to finish in this Contract of all materials, tools and appliances thereon, and to employ any other person or persons to finish the Work, and to provide materials therefor. And the Subcontractor hereby assigns, transfers and sets over unto Contractor all and every of the said materials, tools and appliances. In case of such termination of the employment of the Subcontractor, the said Subcontractor shall not be entitled to receive any further payment under this Contract until the said Work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by Contractor in finishing the said Work, such excess shall be paid by Contractor to the Subcontractor, but if such expense shall exceed such unpaid balance, then the Subcontractor shall pay the difference to Contractor. The expense incurred by Contractor shall include the cost of furnishing materials and of finishing the Work, also any damage incurred through the default of the Subcontractor.

LOSS OR DAMAGE TO WORK

ARTICLE XII. Contractor shall not be responsible for loss or damage to the Work included in this Contract until after final acceptance of the Work by the Owner and itself. Contractor shall be furnished evidence of contractual liability insurance and named additional insured under such policy to be provided by and paid for by Subcontractor.

CLEANING

ARTICLE XIII. The Subcontractor shall clean and remove from contiguous work any dirt, which was caused by the execution of the Work, included in this contract; and the Subcontractor shall clean up and remove from the premises all debris caused by the execution of the Work included in this Contract. Should the Subcontractor fail to remove his debris, Contractor will remove it and charge the cost to the Subcontractor.

LABOR TO BE EMPLOYED

ARTICLE XIV. The Subcontractor shall not employ men or means which may cause strikes or other disturbances by workmen employed by Contractor or other contractors or Subcontractors in any Work related to or in connection with the Work under this Contract or other contracts for work upon or in connection with the location hereinabove mentioned. Should the Subcontractor fail to carry out this provision, Contractor shall be at liberty, after three days' written notice mailed or delivered to the last known address of the Subcontractor, to terminate the employment of the Subcontractor for the said Work and Contractor shall for the purpose of completing the Work, enter upon the premises and take possession in the same manner and upon the same terms and conditions as are described in ARTICLE XI.

COMPLIANCE WITH THE LAW AND PERMITS

ARTICLE XV. The Subcontractor shall obtain and pay for all necessary permits and licenses pertaining to his Work and shall comply with all Federal, State and Municipal Laws, Ordinances, rules and regulations and with the requirements of the Board of Fire Underwriters, whether provided for by the said plans, specifications, and general conditions, or not so provided for, without additional charge or expense to Contractor, and shall be responsible for and correct any violations thereof to the Work included in this Contract; and the Subcontractor shall indemnify and save harmless Contractor from and against any and all loss, expense, damage or injury caused or occasioned directly or indirectly by his failure to comply with the provisions of the said laws, ordinances, rules, regulations and requirements, and shall at any time upon demand, furnish to Contractor an affidavit showing such compliance on his part.

**LIABILITY
FOR DAMAGE
AND PERSONAL
INJURY**

ARTICLE XVI. The Subcontractor hereby assumes entire responsibility and liability in and for any and all damage or injury of any kind or nature whatever to all persons, whether employees or otherwise, and to all property, growing out of or resulting from the execution of the work provided for in this Contract or occurring in connection therewith, and agrees to indemnify and save harmless, Contractor, its agents, servants and employees from and against any and all loss, expense, including attorney's fees, damages or injury growing out of or resulting from or occurring in connection with the execution of the Work herein provided for or occurring in connection with or resulting from the use by the Subcontractor, his agents or employees, of any materials, tools, implements, appliances, scaffolding, ways, hoists, elevators, works or machinery or other property of Contractor, whether the same arise under the common law or the so-called Workmen's Compensation Law (which may be in effect in the locality in which the Work is situated) or otherwise. In the event of any such loss, expense, damage, or injury, or if any claim or demand for such damages is made against Contractor, its agents, servants or employees, Contractor may withhold from any payment due or hereafter to become due to the Subcontractor under the terms of this Contract, and amount sufficient in its judgment to protect and indemnify it from any and all such claims, expenses, including attorney's fees, loss, damage or injury, or Contractor, in its discretion, may require the Subcontractor to furnish a surety bond satisfactory to Contractor guaranteeing such protection, which bond shall be furnished by the Subcontractor within five days after written demand has been made therefor.

**COMPENSATION
INSURANCE**

Until the completion and final acceptance of the Work, the Subcontractor shall maintain, at his own expense, the following insurance: "WORKMEN'S COMPENSATION INSURANCE", including Employer's Liability insurance in accordance with the laws of the State in which the work is situated. "PUBLIC LIABILITY INSURANCE", with an individual limit of \$ 1,000,000.00, and a total limit for any one accident of \$ 1,000,000.00 "CONTRACTORS' PROTECTIVE PUBLIC LIABILITY INSURANCE", with an individual limit of \$ 1,000,000.00, and a total limit for any one accident of \$ 1,000,000.00, for the account of the Subcontractor when the Subcontractor sublets to another any portion of the Work undertaken under this Contract. Before commencing the Work, the Subcontractor shall furnish a certificate from all insurance carriers showing the dates of expiration of any policies, limits of liability thereunder, and providing that insurance will not be canceled or changed until at least ten (10) days written notice to Contractor and then only with the consent of Contractor. If the Subcontractor fails to furnish and maintain such insurance, Contractor shall have the right to take out and maintain the said insurance for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

**INSURANCE
COVERAGE**

ARTICLE XVII. If the Subcontractor uses automobiles or trucks owned, hired or non-owned in the performance of this Contract, he shall carry automobile public liability policy covering the same in the sum of \$ 1,000,000.00 per person and \$ 1,000,000.00 per accident and automobile property damage policy in the amount of \$ 5,000,000.00 in which Contractor shall also be named insured and without liability on Contractor to contribute the earned premium thereof. Subcontractor shall deliver certificates thereof to Contractor. Note: Insurance requirement specifications 00820-1 thru 00820-4 of contract document to be as per attached certificate of insurance with the following changes:

1. Additional insured - Add The Massachusetts Water Resources Authority
2. Certificate holder: - Spiniello Companies.
3. Owners Contractor Protective insurance include Camp Dresser & McKee Inc. as additional insured.
4. The City of Newton as additional insured.

ARTICLE XVIII. The failure of the Subcontractor to obtain and/or furnish or Contractors failure to check or investigate the insurance coverage as required in this agreement shall not in any manner whatsoever be considered as a waiver of Contractor's initial or continued rights to demand the said insurance coverage. Moreover, the limits of insurance coverage agreed upon shall not in any manner whatsoever limit the Subcontractor's liability if such limits are insufficient in amount to cover the Subcontractor's liability.

GOVERNMENT
TAXES

ARTICLE XIX. The Subcontractor, for the Contract price herein provided for, hereby accepts and assumes exclusive liability for, and shall hold Contractor harmless against the payment of: 1 All contributions, taxes or premiums which may be payable under the Unemployment Insurance Law of any State or under the Federal Social Security act measured upon the payroll of employees, by whomsoever employed, engaged in the performance of the Work included in this Contract. 2 All sales, use or other taxes levied or assessed against the Owner, Contractor or the Subcontractor arising out of the Work, including but not limited to any kind of building materials, supplies or equipment.

PATENT FEES
AND ROYALTIES

ARTICLE XX. The Subcontractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The Subcontractor hereby agrees to indemnify, protect and hold harmless Contractor and/or the Owner from loss of damage and to reimburse Contractor and/or the Owner for any expense, including attorney's fees, to which Contractor and/or the Owner may be put because of litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Work or materials used by the Subcontractor.

MECHANICS
LIENS OR
CLAIMS

ARTICLE XXI. The Subcontractor for himself, his Subcontractors, his material men and all other persons acting for, through or under him or any of them covenants that no mechanics liens or claims shall be filed or maintained by him, them or any of them against the said building and lot of ground appurtenant thereto or any part thereof, for or on account of any Work or labor done or materials furnished by him, them or any of them under this Contract or any alterations thereof, supplement or addition thereto or otherwise for, towards in or about the erection and construction of the said project, and the Subcontractor himself and his subcontractors and all persons acting for, through, or under him, them or any of them hereby expressly waives and relinquishes all right to have filed or maintained any mechanics liens or claims against the said project or lot of ground appurtenant thereto or any part thereof, and agrees that this agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to Work and labor done and materials furnished under any supplemental Contract or Contract for extra or additional Work although not herein or therein referred to as to Work and labor done and materials furnished under this Contract.

DISPUTES

ARTICLE XXII. In event that a dispute shall arise between the Subcontractor and Contractor, which the parties are unable to adjust satisfactorily by them, it is agreed that such dispute shall be settle by court of law. It is agreed New Jersey Law shall prevail and have jurisdiction.

ASSIGNMENT
OR TRANSFER

ARTICLE XXIII. Neither this contract nor the moneys to become due thereunder shall be assignable without the consent of Contractor and any assignment without such consent in writing shall vest no right of action in the assignee against Contractor. Subcontractor shall not sublet the whole or any part of this Subcontract without prior written consent of Contractor.

ARTICLE XXIV. In the event that the Subcontractor breaches any term or condition of this agreement, Contractor shall have the absolute right to forthwith terminate, cancel and end this contract without liability attaching to Contractor in any manner whatsoever by reason of such termination. It is understood and agreed that if for any reason whatsoever the contract entered into between Contractor and the Owner shall be delayed, postponed, terminated or ended in whole or part, and that as a result thereof, it shall become difficult or impossible for the Subcontractor to perform the work set forth under this agreement, or if by reason thereof Contractor shall be obliged to cancel its contract with the Subcontractor, then and in such event, it is expressly understood and agreed that no liability shall attach to or be assigned against Contractor by the Subcontractor or any other party or parties claiming under such Subcontractor.

GUARANTEE

ARTICLE XXVI. Unless a longer period is provided in the specifications, or general conditions, the Subcontractor shall repair at his own expense and at the convenience of the Owner, any defects in workmanship or materials discovered within one year from the date of the acceptance of the Work included in this Contract. If so provided in the plans or General Conditions, the Subcontractor hereby guarantees his Work to the full extent of the provisions of those documents. In any event the Subcontractor shall pay for all damage to the Project resulting from defects in his Work and all expenses necessary to remove, replace and/or repair his Work and any other Work which may be damaged in removing or repairing his Work.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals, as of the day and year first
above written.

In the Presence of:

Patricia Ceder

Date: 6/17/2000

SPIDELLO COMPANIES

Contractor

By Robert A DePonte

In the Presence of:

Oliver D. Fernandez Jr.

Date:

ODF CONTRACTING COMPANY, INC.

Subcontractor

By Oliver D. Fernandez, Jr., President

Subcontractor's State - Massachusetts

79-52547-0

Massachusetts Unemployment Ins. No.

04-2742932

Federal I.D. No: